

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
May 8, 2017
6:00 p.m.

I. Opening of the Meeting

A. Call to Order – President

B. Roll Call – President

R. Cooper ___ L. Noble ___ T. Parks ___ B. Pool ___ K. Shepherd ___

C. Pledge of Allegiance

D. Recognition of Students

The Eaton Board of Education and Administration wishes to congratulate all students who participated in academic contests and commend them on their outstanding performance and representation of Eaton Community Schools.

Whereas the Board and Administration wishes to recognize congratulate Katie Bryant for participating in the Stock Market Game, a program of the SIFMA Foundation, and congratulate her on placing 10th place with her stock market essay.

Whereas the Eaton Board of Education and Administration wishes to recognize the following students of the Eaton High School FFA Farm Business Management Team for placing first in the state competition:

Trent Broermann
Andrew Brooks
Drew Kahle
Katelyn Niehaus
Blake Whitesell
Cole Whitesell

Furthermore, the Board and Administration wishes to recognize Katelyn Niehaus as first place overall individual in the Farm Business Management state contest.

E. Recognition of Employee Achievement

1. The Eaton Board of Education and Administration wishes to recognize Mrs. Amy Kochensparger for her professionalism, dedication, and outstanding representation of the Eaton Community School District.

Furthermore, the Board and Administration wishes to congratulate Mrs. Kochensparger on being selected as Ohio's 2017 Lead PBS Digital Innovator through ThinkTV.

2. The Eaton Board of Education and Administration wishes to recognize the following educators who have completed the Resident Educator Program, and commend them on their dedication to the educational process:

Christy Cassel
Jackie Chasteen
Timothy Chasteen
Heather Green
Hannah Harrison
Abigail Hinson
Chelsea Lucas
Emily Smith
Anthony Sollenberger
Laura White

Congratulations!

F. Recognition of Visitors

G. Executive Session

To discuss details relative to the security arrangements an emergency response protocols for the board of education.

To prepare for negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

To discuss confidential student information required to be kept confidential under federal and state law in accordance with R.C. 149.43(G)(5).

_____ invited to participate in executive session.

Motion by _____, second by _____ to convene executive session.

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

H. Other Opening Business

II. **Treasurer's Business – Rachel Tait**

ADOPTION OF CONSENT AGENDA ITEM - FINANCIAL

Action by the Board of Education in "Adoption of Consent Agenda Item" at this point of the agenda means that item A is adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

A. The Treasurer recommends approval of the following:

1. Approve minutes of the April 10, 2017 Regular Board Meeting.
2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investment Report.
5. Approve FY17 Supplemental Appropriations by Fund.
6. Approve FY17 revised Five Year Forecast.
7. Return advance in the amount of \$60,000.00 from Food Service 006-0000 to General Fund 001-0000.
8. Return advance in the amount of \$60,000.00 from Athletics 300-9500 to General Fund 001-0000.
9. Approve agreement with Hunter Consulting Company, through State Fund for Ohio Worker's Compensation and Unemployment Compensation. This fee will not exceed \$1,558.00 for June 1, 2017 through May 31, 2018.

Motion by _____, seconded by _____

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

III. **Reports**

A. Miami Valley Career Technology Center Report – Terry Parks

B. Parks and Recreation Board Report – Keith Shepherd

C. Superintendent's Report – Dr. Barbara Curry

D. Other Reports – Pam Friesel and Kindergarten Teachers

IV. **Old Business**

V. New Business

A. Student Disciplinary Suspension

Motion by _____, seconded by _____, to (affirm, modify, or overrule) the student disciplinary expulsion as discussed during this board meeting. Item V.A.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that items B through M are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

B. Resignation and Retirement

The Administration recommends approval of the following resignation and retirement.

1. Kristina Armstrong, 1st Grade Level Leader (1/2 stipend), resignation effective May 25, 2017.
2. Janice Wentzell, Health Aide, resignation for the purpose of retirement, July 31, 2017.

C. Employment – Certificated Staff

The Administration recommends the employment of the following personnel on a one year limited contract for the 2017-2018 school year (July 1, 2017 – June 30, 2018.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Steven Kline, Teacher

D. Extended School Year Tutors

The Administration recommends approval of 2 Extended School Year tutors to provide extended learning services to special education students, to be paid at a rate of \$20.00 an hour not to exceed 20 hours per employee.

E. Employment – Certificated Staff Extended Service Supplemental Contracts

The Administration recommends the following extended service supplemental contracts for the 2017-2018 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Carly Bulach, Kindergarten Teacher – 1 day
2. Kellie Curry, Kindergarten Teacher – 1 day
3. Anna Fomin, Kindergarten Teacher – 1 day
4. Erica Hamilton, Kindergarten Teacher – 1 day
5. Allyson Hoke, Kindergarten Teacher – 1 day
6. Kayla Klapper, Kindergarten Teacher – 1 day
7. Chelsea Lucas, Kindergarten Teacher – 1 day
8. Amy Stevens-Arend, Kindergarten Teacher – 1 day

F. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2017-2018 school year, or as noted. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Robert Ebright, Football – Middle School
2. Ashlee Collins 5th Grade Level Leader – ½ stipend
3. Deanna Hicks, 1st Grade Level Leader – ½ stipend
4. Nathan Islamovsky, High School Assistant Wrestling – ½ stipend
5. Amanda Jerdon, 7th Grade Volleyball
6. Beverly Richardson, 4th Grade Level Leader – ½ stipend
7. Taffie Ruebush, 8th Grade Volleyball
8. Karen Titkemeyer, 5th Grade Level Leader – ½ stipend

G. Employment – Non-Certificated Staff

The following positions have been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of these nominees on one-year limited contracts for the 2017-2018 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

- | | | |
|----|--------------------|--|
| 1. | Mark Silvers | Head Program Assistant Coordinator (Cross Country) |
| 2. | Nan Silvers | Program Assistant Class VII (Cross Country) |
| 3. | Clint Buffenbarger | High School Assistant Football – ½ stipend |

- | | | |
|-----|--------------------|---|
| 4. | Austin Fudge | High School Assistant Football – ½ stipend |
| 5. | Chad Lee | High School Assistant Football – ½ stipend |
| 6. | Todd Perry | High School Assistant Football – ½ stipend |
| 7. | Robbie Sams | Football – Middle School |
| 8. | Paige Mendenhall | Varsity Cheerleader Advisor (Football) |
| 9. | Christina Koeller | Varsity Cheerleader Advisor (Basketball) |
| 10. | Randy Titkemeyer | Varsity Golf |
| 11. | Tim Appledorn | Reserve Golf |
| 12. | Matt Money | Varsity Boys Soccer |
| 13. | Christopher Briley | Reserve Boys Soccer – ½ stipend |
| 14. | Andrew Bergeron | Reserve Boys Soccer – ½ stipend |
| 15. | Michael Bacher | Varsity Girls Soccer |
| 16. | John Hitchcock | Varsity Girls Tennis |
| 17. | Parker Fields | Varsity Volleyball |
| 18. | Gerald Cornett | Reserve Volleyball |
| 19. | David Honhart | Varsity Girls Basketball |
| 20. | Maggie Neanen | Reserve Girls Basketball |
| 21. | Tim Appledorn | 8 th Grade Girls Basketball |
| 22. | Randy Titkemeyer | 7 th Grade Girls Basketball |
| 23. | Mark Silvers | Varsity Wrestling |
| 24. | Bo Maggard | High School Assistant Wrestling – ½ stipend |
| 25. | Zach Beare | Wrestling Middle School |
| 26. | Brett Beare | Wrestling Middle School |
| 27. | Kajsa Ruebush | Varsity Swimming |

H. Employment – Temporary Positions

The Administration recommends the following as temporary summer workers, contingent upon completion of all state and local requirements for employment.

1. Technology helpers, at a rate of \$13.75 per hour, not to exceed forty (40) hours per week for a maximum of 156 hours; as needed from May 30, 2017 through August 11, 2017.
 - a. William Aukerman
 - b. Debora Finrock
 - c. Beverly Richardson
 - d. Emily Schaeffer

2. Maintenance helper at the rate of \$13.75 per hour, not to exceed 40 hours per week, for a maximum of 12 weeks; as needed from May 30, 2017 through August 11, 2017.
 - a. Randy Pearson
3. Custodian helpers, at the rate of \$13.75 per hour, not to exceed 40 hours per week each, for a maximum of 12 weeks; as needed from May 30, 2017 through August 11, 2017.
 - a. Belinda Moormeier
 - b. Sherry Hood
 - c. Stephanie Jennings
 - d. Janice Wentzell
4. Transportation department helper, at the rate of \$13.75 per hour, not to exceed 40 hours per week for a maximum of 200 hours; as needed May 30, 2017 through June 30, 2017.
 - a. Darrell Bryant
5. Transportation, maintenance, and custodial helper, at the rate of \$13.75 per hour; not to exceed 40 hours per week for a maximum of 12 weeks; as needed May 30, 2017 through August 11, 2017.
 - a. Cody Winn
6. Secretary helper assigned to the Transportation Department, at a rate of \$13.75 per hour, not to exceed forty (40) hours per week, as needed from June 5, 2017 through July 28, 2017.
 - a. Lori Lucas

I. Employment – Certificated Staff – Substitute Teacher as Certified by the Preble County Educational Service Center

The Administration recommends approval of the following substitute teacher for the 2016-2017 school year, as certified by the Preble County Educational Service Center.

1. Karen Hamilton, retroactive to May 4, 2017.

J. Employment of Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2017-2018 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

Substitute Educational Aides

1. Sarah Clabaugh
2. Angel Day
3. Marcia Durham
4. Kathleen Erbaugh
5. Lucinda Filbrun

6. Gentry Gates
7. Karen Hamilton
8. Cindy Kuehlthau
9. Brenda McCloud
10. Elizabeth Murphy
11. Janette Sams

Substitute Health and Educational Aides

1. Karamina Donahue
2. Susan Kiracofe

Substitute Bus Drivers

1. Jeffrey Barney
2. Christy Campbell
3. Art Smith
4. Janice Wentzell

Substitute Cafeteria Workers

1. Ruth Biggs
2. Teresa Cook
3. Amy Hoefler
4. Stephanie Jennings
5. Virginia Lovely
6. Tammy Rigsby
7. Janette Sams

Substitute Custodians

1. Teresa Cook
2. Stephanie Jennings
3. Corey Mowen
4. Winford Prewitt
5. Tammy Rigsby
6. Gary Shepherd
7. Suzanne Stephen
8. Terri Wysong

Substitute Secretaries

1. Sarah Clabuagh
2. Gwen Durham
3. Marcia Durham
4. Kathleen Erbaugh
5. Karen Hamilton
6. Cindy Kuehlthau
7. Brenda McCloud
8. Janette Sams
9. Terri Wysong

K. Volunteers

The Administration recommends approval of the following volunteers for the 2017-2018 school year, contingent upon completion of all state and local requirements, including criminal background checks if necessary.

1. Christina Koeller, Volunteer Cheerleading Coach
2. Shawn Murphy, Volunteer Girls Basketball Coach
3. Micki Sittloh, Volunteer Volleyball Coach
4. Eric Mendenhall, Volunteer Cheerleading Coach
5. Paige Mendenhall, Volunteer Cheerleading Coach

L. Authorization to Operate Band Equipment Van

The Administration recommends authorization for the following school employees and volunteers to operate the band equipment van during the 2016-2017 school year, pending completion of all state and local requirements.

1. Daniel Schmidt
2. Todd White

M. Amend Resolution # 1617-135

The Administration recommends amending resolution 1617-135 of the April 10, 2017 board meeting to reflect the employment of Emily Dumler as Cross Country Program Assistant Class VII.

Motion by _____, seconded by _____

Discussion

Cooper____ Parks ____ Pool ____ Shepherd ____ Noble____

President declares motion _____.

ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that items N through GG are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

N. Board Policy Updates

The Administration recommends the second reading and adoption of the following new and updated policies (Attachment A).

1. 0100 – Definitions
2. 0167.1 – Use of Electronic Mail/Text Messages (Definitions)
3. 0169.2 – Open Meetings/Sunshine Law (Definitions)
4. 1530 – Evaluation of Principals and Other Administrators (Administration)
5. 1619 – Group Health Plans (Administration)
6. 3419 – Group Health Plans (Professional Staff)
7. 4419 – Group Health Plans (Classified Staff)
8. 1619.02 – Privacy Protection of Fully Insured Group Health Plans (Administration)
9. 3419.02 – Privacy Protection of Fully Insured Group Health Plans (Professional Staff)
10. 4419.02 – Privacy Protection of Fully Insured Group Health Plans (Classified Staff)
11. 1619.03 – Patient Protection and Affordable Care Act (Administration)
12. 3419.03 – Patient Protection and Affordable Care Act (Professional Staff)
13. 4419.03 – Patient Protection and Affordable Care Act (Classified Staff)
14. 2460 – Special Education (Program)
15. 5830 – Student Fund-Raising (Students)
16. 6605 – Crowdfunding (Finances)
17. 7540 – Technology (Property)
18. 7540.01 – Information & Technology Collection (Property)
19. 7540.02 – Web Content, Services and Apps (Property)
20. 8330 – Public Records (Operations)
21. 9700 – Relations with Special Interest Groups (Relations)

O. Board Policy Removal

The Administration recommends the second reading and approval for the following policies to be removed from board policy (Attachment B).

1. 1619.01 – Privacy Protection of Self-Funded Group Health Plans (Administration)
2. 3419.01 – Privacy Protection of Self-Funded Group Health Plans (Professional Staff)
3. 4419.01 – Privacy Protection of Self-Funded Group Health Plans (Classified Staff)

P. Approval of Emergency Operations Plans

The Administration recommends approval of the updated Emergency Operations Plans for Hollingsworth East Elementary, William Bruce Elementary, Eaton Middle School and Eaton High School. Copies of the plans are on file in the board of education Office and each corresponding building.

Q. Agreement with the Preble County Educational Service Center

The Administration recommends approval of the contract with the Preble County Educational Service Center for services for fiscal year 2018 (Attachment C).

R. Agreement with South Community, Inc.

The Administration recommends approval of the General Agreement and the Memorandum of Agreement for mental health services with South Community, Inc., effective July 1, 2017 through June 30, 2018 (Attachment D).

S. Agreement with NWEA

The Administration recommends entering into an agreement with Northwest Evaluation Association (NWEA), during the 2017-2018 school year for use of the Measures of Academic Progress (MAP) and MAP for Primary Grades assessments.

T. Summer School Program

The Administration recommends approval of the K-3 Jump Start Summer School program for the 2017-2018 school year by providing literacy support and intervention for K-3 students at-risk for attaining state literacy standards and benchmarks. The summer school will be held at East Elementary for 8 days from 9:00 a.m. to 12:00 p.m. beginning Monday, July 24, 2017 through Thursday, August 3, 2017. A culminating field trip will take place on Friday, August 4, 2017. Staffing will include up to 8 teachers and 1 coordinator, to be paid \$100 each per day for planning, assessing, and instructing. Total costs including the field trip, supplies, and salaries will be approximately \$8,500.00, to be paid with grant funds.

U. Agreement with Child Nutrition Services, Inc.

The Administration recommends approval of the agreement with Child Nutrition Services, Inc. for the purpose of consulting services for the 2017-2018 school year in the school food service program (Attachment E).

V. School Breakfast and Lunch Programs

The Administration recommends approval to participate in the government school breakfast and school lunch programs for the 2017-2018 school year.

W. School Breakfast and Lunch Prices for 2017-2018

The Administration recommends the following school breakfast and lunch prices for the 2017-2018 school year:

Breakfast grades K-5	\$2.00
Breakfast grades 6-12	\$2.10
Lunch grades K-5	\$2.75
Lunch grades 6-12	\$3.10

X. Alternate School Food Authority Agreement

The Administration recommends approval of the Alternate School Food Authority Agreement between the Eaton Community City School District and the Preble County Educational Service Center for the 2017-2018 school year (Attachment F).

Y. Free Use of Facilities

The Administration recommends approval of the following organization to be approved for free use of facilities.

1. Go Ministries International Inc.

Z. Section 504 Policies and Procedures

The Administration recommends approval of implementation of Section 504 of the Rehabilitation Act of 1973 during the 2017-2018 school year.

AA. Tentative Graduation List for 2017

The Administration recommends approval of the tentative list of graduates for the class of 2017 (Attachment G).

Graduation will be held Saturday, June 3, 2017 at 7:30 p.m. at Millett Hall – 500 Sycamore Street, Oxford, Ohio. Participation in the graduation ceremony is contingent upon meeting all state and locally adopted requirements. The high school principal is authorized to remove from the graduation list any student who fails to meet those requirements. The final list of graduates will be approved in July.

BB. Out-of-State Employee Travel

The Administration recommends approval of the following out-of-state employee travel.

1. Sam Watson and Nathan Islamovsky to Carleton College, Northfield, Minnesota, June 25-30, 2017.

CC. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. High school golf teams and coaches to Cincinnati, Ohio, July 25, 2017 and July 26, 2017.

DD. Out-of-State Student Travel

The Administration recommends approval of the following out-of-state student trips.

1. Reserve softball team and coaches to Union County High School, Liberty, Indiana, retroactive to May 3, 2017.

EE. Obsolete Items List

The Administration recommends approval to declare certain items as obsolete and to dispose of them accordingly.

1. 43 damaged books, with no monetary value, Bruce Elementary Literacy Room.

FF. Donations

The Administration recommends acceptance of the following donations.

1. From ProGrade Excavation & Demolition, LLC, services and materials for repair to drain tiles around the High School Athletic Complex.
2. From the following businesses and organizations for the Senior Citizens' Lunch:
 - a. Eaton Hometown Furniture
 - b. Delta Theta Tau, Theta Mu Chapter
 - c. Town and Country Veterinarian Clinic
 - d. Eaton Place
 - e. Eaton Floral

GG. Amend Resolution 1617-136

The Administration recommends approval to amend resolution 1617-136 of the April 10, 2017 board meeting to up to five (5) teachers will be needed for the Third Grade Summer School Program.

Motion by _____, seconded by _____

Discussion

Cooper ____ Parks ____ Pool ____ Shepherd ____ Noble ____

President declares motion _____.

HH. Executive Session

To consider the employment of a public employee or officials.

To consider the discipline of a public employee or official.

_____ invited to participate in executive session.

Motion by _____, seconded by
_____ to convene executive session.

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

VI. Adjournment

Motion by _____, seconded by
_____ to adjourn the meeting.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

President adjourns meeting at _____ p.m.

Upcoming Board Meetings

Regular Meeting

Monday, June 12, 2017 – 6:00 p.m.
Hollingsworth East Elementary

See Addendum A

**BOARD OF EDUCATION
EATON COMMUNITY SCHOOLS**

ADMINISTRATION/PROFESSIONAL/CLASSIFIED
1619.01/3419.01/4419.01

PRIVACY PROTECTIONS OF SELF-FUNDED GROUP HEALTH PLANS

~~The Board acknowledges that the group health plans are required to comply with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as amended by Title I of the Genetic Information Nondiscrimination Act (GINA). Certain health information maintained by these group health plans is afforded significant protection by this Federal law.~~

~~The Board hereby appoints the Treasurer to serve as the Privacy Official of the group health plans. The Board delegates authority to the Privacy Official to develop, propose to the Board, and implement policies and procedures for the group health plan(s) relating to the use and disclosure of Protected Health Information. In the event that the HIPAA Privacy Rule is subsequently amended, the Privacy Official is directed to recommend to the Board necessary amendments to the policies and procedures.~~

~~The Board also acknowledges that the HIPAA Security Rule requires the group health plan(s) to implement various security measures with respect to electronic Protected Health Information. The Board hereby appoints the Treasurer to serve as the Security Official of the group health plans. The Board delegates authority to the Security Official to develop, propose to the Board, and implement policies and procedures for the group health plan(s) relating to the security of electronic Protected Health Information, if applicable. In the event that the HIPAA Security Rule is subsequently amended, the Security Official is authorized to recommend to the Board necessary amendments to the policies and procedures.~~

~~The Board further delegates authority to the Privacy Official and/or the Security Official to undertake such other actions as provided by the administrative guidelines in effect from time to time. The Privacy Official and/or Security Official shall report his/her progress to the Board upon request. The Board reserves the right to revoke any or all delegations set forth in this policy at any time and for any reason.~~

~~Since the Department of Health and Human Services (HHS) has the authority to impose civil monetary penalties (CMP) for violations of the HIPAA Privacy Rule and the HIPAA Security rule, the Board agrees to indemnify and hold harmless the Privacy Official and Security Official for any CMP imposed upon the Privacy Official or Security Official in connection with the performance of his/her duties for the group health plans. Notwithstanding the foregoing language, the Board shall not indemnify the Privacy Official or Security Official in the event the CMP was imposed as the result of intentional misconduct or gross negligence by the Privacy Official or Security Official.~~

~~29 C.F.R. Part 1635~~

~~42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act~~

~~42 U.S.C. 1320d-5(a)(1)~~

~~45 U.S.C. 160.102(a), 164.308(a)(2), 164.530(a), 164.530(i)~~

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**Preble County Educational Service Center
Contract Amount for FY 2018
Pursuant to O.R.C. 3313.845**

County ESC PREBLE
District EATON COMMUNITY

County IRN 049254
County PREBLE
District IRN 043935

The above named parties have entered into a contract for services for fiscal year 2018 in an annual amount of \$1,163,905.

We, the undersigned, understand that the above annual amount will be deducted from state foundation payments to the school district and paid to the county educational service center on a bi-monthly basis throughout the fiscal year.

We also understand this amount is subject to change contingent upon state funding, student participation or significant increase in costs.

Print District Superintendent Name	District Superintendent	Signature Date
Print District Treasurer Name	District Treasurer	Signature Date
Print ESC Superintendent Name	ESC Superintendent	Signature Date
Print ESC Treasurer Name	ESC Treasurer	Signature Date

Estimated Contracts - Sent Out 2017-2018

4/14/2017

EATON							
	2015-2016	2016-2017			Proposed		Difference in
	Actual	Contract	Estimate	Difference	2017-2018		FY 17 Estimate
					Contract		and FY 18 Contract
Speech and Hearing	0	0		0	30,000		30,000
Pupil Services	83,706	91,314	92,338	1,024	96,032		3,694
Sub Teacher Hotline	3,014	3,135	3,414	279	3,551		137
Enrichment Services	3,921	4,255	4,157	(98)	4,323		166
Preschool Sp Ed (*)	321,500	324,000	366,500	42,500	360,000	(1)	(6,500)
MD	257,550	270,000	327,300	57,300	324,000	(2)	(3,300)
ED	317,086	332,280	243,246	(89,034)	255,600	(3)	12,354
Transportation	64,950	90,500	89,750	(750)	90,400	(4)	650
Totals	1,051,727	1,115,483	1,126,705	11,222	1,163,905		37,200
						(1) Assume 20 students	
	Estimate	Actual	Actual	Actual	Actual	(2) Assuming 12 students	
Student Days	FY 17 Days	FY 16 Days	FY 15 Days	FY 14 Days	Fy 13 Days	(3) Assume 10 students	
Preschool	3,665	3,215	4,676	4,233	3,813	(4) Assuming 11 preschool	
MD	2,182	1,717	1,782	1,565	1,899	students and 1 MD	
ED	1,713	2,233	2,369	1,741	1,484	students	
Transportation	1,795	1,299	2,053	2,724	2,173		
Total	9,355	8,464	10,880	10,263	9,369		
Number of Students based on estimated days							
Preschool	20.4	17.9	26.0	23.5	21.2		
MD	12.1	9.5	9.9	8.7	10.6		
ED	9.5	12.4	13.2	9.7	8.2		
Transportation	10.0	7.2	11.4	15.1	12.1		

General Agreement

This Agreement is made this ____ day of May, 2017, between EATON COMMUNITY SCHOOLS and SOUTH COMMUNITY INC., an Ohio nonprofit corporation ("SOUTH COMMUNITY").

WHEREAS, EATON COMMUNITY SCHOOLS desires to obtain the services of 2 mental health professionals for students of EATON COMMUNITY SCHOOLS;

WHEREAS, SOUTH COMMUNITY desires to provide the services of 2 mental health professionals to students of EATON COMMUNITY SCHOOLS;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree to an Agreement commencing July 1, 2017 to June 30, 2018 (the "Term"), with the following additional provisions:

OBLIGATIONS OF SOUTH COMMUNITY:

SOUTH COMMUNITY will provide two (2) mental health therapists to EATON COMMUNITY SCHOOLS for the 2017-2018 school year. The mental health therapists will work specified hours during the school year to eligible students as defined by EATON COMMUNITY SCHOOLS.

SOUTH COMMUNITY will seek the approval of EATON COMMUNITY SCHOOLS for any new staff hired for this program.

The mental health professionals will report to a Program Manager for SOUTH COMMUNITY. SOUTH COMMUNITY'S Chief Operations Officer will monitor. EATON COMMUNITY SCHOOLS should report any issues to SOUTH COMMUNITY'S Chief Operations Officer.

The mental health professionals will operate by the policies and procedures for staff of EATON COMMUNITY SCHOOLS regarding personal conduct, dress code and the like.

The mental health professionals will work a schedule to compliment times available with the school.

The cost for the program is based on an hourly cost of \$46.00. The total number of hours of the contract is 504 for a total of \$23,184.00. The EATON COMMUNITY SCHOOLS will be billed in 10 installments of \$2,318.40. Each invoice will be payable upon receipt.

The mental health professionals will seek the sign off on the hours worked, if desired, by EATON COMMUNITY SCHOOLS.

Adjustments can be made to the total hours worked based on mutual agreement. The contract may be modified to increase the hours worked at any time upon mutual agreement. Extra hours will be billed at \$46.00 per hour. SOUTH COMMUNITY will make its best effort to accommodate any potential expansion of the program.

OBLIGATIONS OF EATON COMMUNITY SCHOOLS:

- 1) Pay to SOUTH COMMUNITY the contract sum as outlined above.
- 2) Provide office and administrative support as necessary for the mental health Professionals.
- 3) Coordinate program changes affecting the contract through the Program Manager for SOUTH COMMUNITY.
- 4) EATON COMMUNITY SCHOOLS acknowledges that SOUTH COMMUNITY is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and, as such, is required to comply with the privacy and security regulations under HIPAA. The parties do not intend or anticipate that EATON

COMMUNITY SCHOOLS will have access to any "protected health information" (as defined in HIPAA) unless such information is disclosed by SOUTH COMMUNITY to EATON COMMUNITY SCHOOLS in a manner permitted by the privacy and security regulations of HIPAA. EATON COMMUNITY SCHOOLS agrees that if it obtains access to protected health information other than as described above, or if it becomes aware that any third party has or may have obtained access to protected health information, it shall immediately notify SOUTH COMMUNITY and shall take all action reasonably requested by SOUTH COMMUNITY to mitigate the effects of any such access and/or notify any affected individuals.

INDEMNIFICATION:

(a) EATON COMMUNITY SCHOOLS shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SOUTH COMMUNITY and its employees, directors/trustees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments and expenses of every kind (including reasonable attorney fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the breach of this Agreement by EATON COMMUNITY SCHOOLS or the acts or omissions of EATON COMMUNITY SCHOOLS or any subcontractor of or consultant of EATON COMMUNITY SCHOOLS or any of EATON COMMUNITY SCHOOLS' employees, directors or agents related to the performance or nonperformance of this Agreement.

(b) SOUTH COMMUNITY shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless EATON COMMUNITY SCHOOLS and its employees, directors and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments and expenses of every kind (including reasonable attorney fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the breach of this Agreement by SOUTH COMMUNITY or the negligent acts or omissions of SOUTH COMMUNITY or any subcontractor of or consultant of SOUTH COMMUNITY or any of SOUTH COMMUNITY'S employees, directors or agents related to the performance or nonperformance of this Agreement.

RENEWAL:

This Agreement shall be reviewed by both parties on an annual basis on or before April 1st for the purpose of a renewal recommendation. Rates for the year of a renewal shall not increase from the preceding contract year by more than three percent (3%). The Agreement will be non-renewed upon written notice delivered by one party to the other on or before May 1st of the intended last term of the Agreement.

TERMINATION:

(a) Either party may immediately terminate this Agreement if the other party materially breaches any term of this Agreement and fails to cure such breach within 14 days after written notice thereof from the non-breaching party.

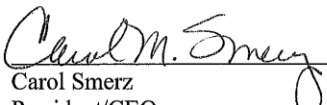
(b) Either party may terminate this Agreement by providing sixty (60) days written notice to the non-terminating party. Any service fees received by SOUTH COMMUNITY but unearned shall be paid by SOUTH COMMUNITY to EATON COMMUNITY SCHOOLS upon termination.

MISCELLANEOUS:

- (a) This Agreement represents the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations and agreements.
- (b) This Agreement shall be governed by the laws of the State of Ohio.
- (c) Neither party shall assign this Agreement without the prior written consent of the other party.
- (d) For all purposes, the parties are and shall remain independent contractors and nothing herein shall be deemed or construed to create an employer/employee, joint venture or partnership relationship between the parties. Neither party shall have any authority to incur any obligation on behalf of the other party or to make any promise, representation or contract of any nature on behalf of the other party.
- (e) This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution of this Agreement may be evidenced by, and delivery of this Agreement may be affected by, facsimile or electronic transmission of a manually signed signature page.
- (f) This Agreement may be amended only by a written agreement in writing by both parties.

South Community Inc.

EATON COMMUNITY SCHOOLS

 4/12/17

Carol Smerz Date
President/CEO

Signature Date

South Community Inc
And
 Eaton Community Schools

MEMORANDUM OF AGREEMENT

This non-binding memorandum is made between South Community Inc., an Ohio nonprofit corporation ("South Community") and Eaton Community Schools ("EATON COMMUNITY SCHOOLS") for the provision of behavioral health treatment services ("Services") for EATON COMMUNITY SCHOOLS students who have been identified for services and are attending a designated EATON COMMUNITY SCHOOLS school, by South Community for the period July 1, 2017 through June 30, 2018 (the "Term"). This memorandum constitutes only a statement of the good faith intentions of the parties with respect to the matters described herein and does not constitute a binding commitment on the part of any of the parties. A binding commitment with respect to the matters described herein will result only from the execution of a definitive agreement.

Eaton Community Schools will:

- ◆ Identify students at the designated schools needing services based on school data/information, discipline referrals, IAT referral and/or parent request;
- ◆ Ensure students continue to be referred throughout the school year to assist in maximizing the services and ensure services are available throughout the school year.
- ◆ Provide South Community staff reasonable access to students in order to provide the services; School personnel will facilitate the student's attendance at scheduled appointment;
- ◆ Provide South Community staff a location in the school building, with telephone and internet access; and that has a desk, chair, and door to ensure that private therapy sessions can take place;
- ◆ Provide information to South Community reasonably necessary and helpful to enable South Community to provide the Services.
- ◆ Include South Community staff in all meetings and discussions reasonably pertinent to the intervention and/or treatment of a student receiving the South Community services;
- ◆ Work collaboratively and cooperatively with South Community staff to assist with the provision of the Services of the students and their caregivers and to resolve issues and situations as they arise;
- ◆ Assign an EATON COMMUNITY SCHOOLS building staff to serve as liaison to South Community to address any issues and to monitor EATON COMMUNITY SCHOOLS' performance under this Memorandum of Agreement;
- ◆ Permit parents to attend onsite counseling appointments as jointly determined by the therapist and school administrator;
- ◆ Set the initial appointment and encourage the parent's participation in the initial appointment;
- ◆ Have a parent/legal guardian sign consent and releases allowing communication with South Community staff and school personnel;
- ◆ Participate in meetings with South Community in regards to work flow, referrals, and any other issues.

South Community will:

- ◆ At a minimum provide two (2) full-time licensed mental health professional staff to provide the services to students at the designated school. The South Community staff member assigned to perform the Services will provide services on days and during hours mutually agreed upon with EATON COMMUNITY SCHOOLS Schools;
- ◆ Consult and collaborate with EATON COMMUNITY SCHOOLS personnel when appropriate to ensure appropriate care to students consistent with HIPAA Confidentiality Laws, FERPA and policies of South Community;
- ◆ Attend all scheduled meetings that will aid in the provision by South Community of appropriate and effective services to students;
- ◆ Work collaboratively and cooperatively with EATON COMMUNITY SCHOOLS school personnel to ensure the provision of appropriate, quality and effective Services;
- ◆ South Community's program manager will serve as a liaison between EATON COMMUNITY SCHOOLS and South Community to address any issues in connection with the Services;
- ◆ South Community's program director will monitor South Community's performance under this Memorandum of Agreement;
- ◆ Confirm Medicaid Eligibility;
- ◆ Participate in meetings in regard to work flow, referrals or other issues.
- ◆ Have a parent/legal guardian sign release allowing communication with South Community staff and school personnel;
- ◆ May travel to the home to ensure communication and necessary documentation is completed

OUTCOMES/EVALUTION

The parties will periodically evaluate the agreement and the Services during the Term so that data-driven decisions, programming and provisions of the agreement can be modified as needed, to improve service, student outcomes and continuation into the 2017-2018 school year.

INSURANCE:

Both parties agree to maintain their own professionals insurance as necessary and in such amounts necessary to protect their interests.

TERMINATION

This MOU may be terminated by either party giving sixty (60) working days written notice to the other. This agreement may be renegotiated at anytime by mutual agreement.

**EATON COMMUNITY SCHOOL DISTRICT
and
CHILD NUTRITION SERVICES, INC.**

This agreement made this _____ day of _____, in the year 2017, by and between the **Eaton Community School District** ("Board") and **Child Nutrition Services, Inc.**, an Ohio corporation, ("Contractor") for the purpose of consulting services in the school food service program.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein, the parties hereto do hereby agree as follows:

1. MANAGEMENT

The Contractor will consult for the school district's National School Lunch, Breakfast and After School Snack Programs and will provide services to oversee the district food service program. The Contractor will review food service documents including vendor invoices, expenses, inventory, deposits, income, and management reports concerning the school food service program and make recommendations regarding this information. The Contractor will review and help plan menus in compliance with the guidelines of the National School Lunch & Breakfast Programs under the plan selected by the administration on the annual program application. The contractor will not be providing an on-site supervisor to the program but a part-time consultant with visitation and electronic messaging to school personnel.

2. REPRESENTATION

Contractor will act as a representative and administrative designee of the Board at local, state and national school food service events, training and for administrative functions of the food service operation. The Board will be provided with up-to-date information regarding changes in the National School Lunch and Breakfast Program through the district contact administrator.

3. MANAGEMENT PRACTICES

The Board shall retain control of the quality, extent and general nature of its food service program and employees. The Board and the Contractor shall ensure that the food service operation is in conformance with the school food authority's agreement under the Program pursuant to 7CFR 210.6.

All funds collected under the National School Lunch and Breakfast Program will be deposited in the school district food service account on a daily basis.

The Board and the Contractor agree and acknowledge that the relationship created by this Agreement is that of an independent contractor and not that of employer and employee.

The Contractor agrees to comply with all Worker's Compensation laws, Ohio employment laws and Federal employment laws. The Contractor will carry and maintain general liability and personal injury insurance with the Board listed on the certificate of insurance.

The school food authority will comply with federal regulations and protect food service from imposed penalty by non-compliance of the program. The consultant will assist the school district with the compliance process.

The Board shall obtain applicable state and local health certificates. The consultant will verify that the program follows state and local health regulations at the school food service sites.

4. PURCHASING

Board purchasing agreements and group bids such as the Educational Purchasing Cooperative will be used as well as competitive quotes for procurement of all food and supplies for the meal program. All invoices for food and supplies will be reviewed to insure the proper bid quotes are being charged and that all items listed on the invoice were received into the school lunch program. The inventory program will contain a summary of food purchased into the Board. The Treasurer's Office will process and pay all vendor invoices for food service.

5. NUTRITIONAL ANALYSIS

Compliance for Ohio SB210 and the Healthy, Hunger Free Children Act of 2010 require oversight on nutrient standards of items sold and served in schools. Guidelines established by regulation must be determined for nutrient content. Menu analysis on daily menus and foods served will be categorically documented for the district food service program and maintained and updated in each cafeteria as designated by regulation. Contractor will utilize USDA approved analysis software and school nutrition specialist in evaluating program regulations.

6. RECORDS AND REPORTS

Child Nutrition Services will manage and organize the collection, computation and consolidation of data used to prepare any and all reports and records required by the State Department of Education, the National School Lunch Program, or the Board, with respect to the school food service program. Such information will be retained for a period of three years.

The Board will retain and backup daily sales and meal counts per building, monthly financial information required by the State of Ohio regarding the Federal School Meals Program.

Child Nutrition Services will prepare for submission; any claims and reporting as designated by the Board for the Federal School Meals Program. The Board will retain signature authority on the Federal School Meals Program through the State Agency Agreement, free and reduced price policy statement and claims for reimbursement.

The Board shall maintain food service records for a period of three years from the close of the fiscal year to which they pertain plus the current year of operation.

7. FINANCIAL ARRANGEMENTS

The Board agrees to pay Child Nutrition Services, Inc. each month for consulting cost of \$1200 per month for twelve months. The Board shall be invoiced monthly for expenses by invoice to the Treasurer's Office. There is no additional payroll assigned to this program.

8. TERM

This agreement shall become effective as of July 1, 2017, and shall remain in effect until June 30, 2018, with renewal options as mutually agreed by both parties.

If either party shall fail to meet or fulfill the terms and provisions of the Agreement, the party claiming such failure may give 30 day written notice to the other party. The claiming party may then terminate for any reason.

Any notice to be given there under shall, if to Child Nutrition Services, Inc. be sent to 321 Kings Mill Rd., Mason, Ohio 45040; and if to Eaton Community Schools, 306 Eaton Lewisburg Rd., Eaton, Ohio 45320.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between parties, whether written or oral, with reference to the subject matter of this Agreement, are canceled and superseded.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.


CHILD NUTRITION SERVICES, INC.

4-17-17
DATE

SCHOOL DISTRICT

DATE



Alternate School Food Authority (SFA) Arrangement

A School Food Authority (SFA) is the governing body which is responsible for the administration of one or more schools and has legal authority to operate school meal programs therein, or is otherwise approved by USDA's Food and Nutrition Service, to operate the school meal programs.

1. **THE PREBLE COUNTY EDUCATIONAL SERVICE CENTER, IRN 049254 (SFA 2)** wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to **EATON COMMUNITY CITY SCHOOL DISTRICT, IRN 043935 (SFA 1)**. All legal and financial authority for operating the specified school meal program(s) for the students of SFA 2 is hereby transferred to SFA 1. SFA 1 accepts total legal and financial responsibility for SFA 2's specified school meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA commodities and complying with program regulations. SFA 2 hereby relinquishes its authority to operate the specified school meal program(s) to SFA 1.
2. The parties to this agreement agree to cooperate fully, to work in good faith and to assist each other in the mutual performance of this agreement. In connection therewith, the parties shall meet from time to time upon reasonable request of either party at a mutually agreed time and location to confer in good faith and amicably in a business-like manner work out disputes arising from the implementation of this agreement.
3. This agreement shall become effective **August 16, 2017** and it shall remain in effect until **May 24, 2018** (no longer than one year), unless terminated by a prior notice of not less than 60 days from one party to the other. The term of the agreement can be extended upon mutual agreement of the parties and upon approval from the Office for Child Nutrition.

SFA 1

Signature _____

Title _____

Phone Number _____ Date _____

SFA 2

Signature KSMB

Title Treasurer

Phone Number 937 456 1187 Date 4/26/17

THIS ARRANGEMENT does not constitute the entire agreement between the parties with respect to subject matter thereof. (See Attachment 4 for details to consider and/or negotiate.)

NOTE: Alternate SFA Arrangements must be approved by the Ohio Department of Education (ODE) on a case-by-case basis. ODE will review a written description of the alternate arrangement, which answers the questions listed on the attached page entitled: "Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement", before giving approval. Please forward the signed agreement and terms of the arrangement to the *Ohio Department of Education, Office for Child Nutrition, 25 S. Front St., Mail Stop: 303, Columbus, Ohio 43215-4183*. ODE will advise you as soon as the Alternate SFA Arrangement has been approved.

2017 Tentative Graduation List

Shelby May Abner	Darrion James Flack	Richard Allen Mckenzie-Bean
Abigail Elizabeth Adkins	Alexis Elaina Jane Finfrock	Emma Lynn Mckinney
Kirsten Nicole Alexander	Jacob Lane Ford	Kevin J Melling Jr.
James Robert Arhood	Ryan Clay Fritts	Grace Lauren Miller
Mike Arys	Cody Jayden Frizzell	Savannah Elaine Miller
Nico Arys	Seth Raymond Gard	Brandon Mohamed
Joshua Ray Atkins	Branden Allen Giffen	Braden Robert Moles
Alecia Paige Baker	Connor Thomas Gowanny	David Edward Montine
Megan Kathryn Claire Barker	William Alexander Gorby	Cody Alexander Moore
Steven Weston Bennett	Rebecca Lynn Gravening	Sarah Elizabeth Moore
Zachary Tyler Bergen	Colton Alexander Robert Gray	Danielle Marie Newport
Haley Ann Elizabeth Berry	Samantha Carylynn Gray-Clinard	Donald Ray Nicodemus
Jaden Lee Best	Paul Franklin Gregory Iii	Brooke Leeann Noble
Jackson David Bieker	Mathew Rex Hall	Lydia Sngmin Noh
Izabelle Peyton Black	Michael John Hardy	Dalton Travis Noland
Alexis Nicole Blaich	Dawson William Harris	Sarah Ann Parker
Allie Trevella Michelle Bolden	Dylan Andrew Kalies Hauser	Timothy Peter Parkinson
Michael Joseph Bowers	Zachary David Hawley	Todd Andrew Piekutowski
Lewis Michael Bowser	Brandon Clinton Haynes	Trevor Park Pittman
Carlos William Bradley	Abeille Almizannov Herman	Damien Luke Powell
Nicholas Whitney Buckingham	Noah Charles Herzog	Dustin Bradley Powell
Ashley Michelle Bulach	Jacob Thomas Hickman	Austin Lane Puckett
Delaney Rayne Burton	Marissa Amber Holley	Damien Eugene Pugh
Brianna Lee Campbell	Whitney Diyandre Holmes	Heather Louise Ratliff
Allison Brooke Cave	Daniel Paul Howard	Racheal Marie Ratliff
Emily Kay Cave	Jacob Michael Hubbard	Timothy Edward Reese
Susan Louise Claggett	Alexis Jade Hughes	Jordan Tanner Rivers
Molly Ann Claywell	Isaac Ray Ilo	Lane Zacharia Rodeffer
Benjamin Alan Clift	Alex Taylor Jackson	Lydia Mae Sadai
Gabriel Cassandra Combs	Jacob Ryan Jenkins	Joshua Gavin Ray Scott
Mya Halie Couch	Cadence Marie Jerdon	Brookelynn Jade Selby
Dean Upton Cramer	Drew Tyler Kahle	Taylor Matthew Selby
Julianne Beatrice Cramer Jr.	Calvin Ray Keener	Braydon Scott Shanefelt
Star Le-Sabre Crumby	Dylan Lee Kemp	Clayton Travis Smith
Blake Matthew Curry	Katlyn Mae King	Kaitlyn Taylor Smith
Bradley Mark Curry	Tyler Austin King	Kennedy Pryde Smith
Rylie Brook Curtis	Maxwell Charles Lawson	Abigail Marie Snyder
Nicholas Matthew Daily	Ashley Michelle Lehman	James Louis Sowder
Stephen Andrew Dale	Joshua Ryan Liddy	Stevie Rhyanna Spice
Austin Sean Day	Megan Nicole Lipps	Jessica Ann Spitzer
Kira Brianne Duncan	Kathryn Marie Madewell	Cheyenne Alise Stidham
Henry Paul Durham	Kayla Nicole Maish	Johnathon Michael Strange
Gabriel Cain Edwards	Coleman Leroy Manning	Austin Matthew Stringfield
Zachary Tyler Esteppe	Isaiah Makenna David Marker	Madison Lyn Taulbee
Devon Riley Faris	Callie Lavonne Mccargish	Mallorie Dawn Terrill
Justin Gregory Fent	Mariyah Gabbriella-Lynn	Ashley Jean Tipton
Brett Jackson Fewell	Mckelvin	Brilee Rae Tobias

Josie Elaine Toller
Hope Morgan Trader
Mackenzie Lane Turpin
Jack Dalton Walters
Mackenzie Nicole Waxler
Stacia Nichole Weathington

Vaughn Lujack Welcome
Kelsey Michelle Wheeler
Enrique James Williams
Jacob Allen Williams
Justin Allen Willis
Alaina Marie Wilson

Ghye Seth Wilson
Molly Elizabeth Wilson
Hallie Rae Wilt
Eric Thomas Woxman
Christopher Joseph Zapfe